

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement") entered into by and between The Regents of the University of California, a California Constitutional corporation, on behalf of the University of California, San Francisco, School of Medicine, Department of Medicine at Zuckerberg San Francisco General, Division of Endocrinology ("UCSF") and County of Monterey on behalf of its Health Department, (hereinafter "HEALTH DEPARTMENT" or "County"), a political subdivision of the State of California, sets forth the terms and conditions under which UCSF will provide professional medical services to HEALTH DEPARTMENT.

RECITALS

A. HEALTH DEPARTMENT operates an outpatient internal medicine clinic, a Federally Qualified Health Center located in Salinas, California;

B. UCSF operates a School of Medicine, which includes a Department of Medicine, Division of Endocrinology and employs or contracts with physicians ("Physicians") who are licensed to practice medicine in the State of California and are qualified to provide the services identified in this Agreement for the HEALTH DEPARTMENT's patients;

C. HEALTH DEPARTMENT desires to provide for services to be performed for its patients and does not have the capability to do so; and

D. UCSF desires to provide those services through its Physicians as set forth in this Agreement. In doing so, UCSF shall support the mission of the University of California by providing community service.

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions and restrictions set forth herein, the parties agree as follows:

1. RESPONSIBILITIES OF UCSF

1.1 **Professional Services and Coverage.** During the term of this Agreement, UCSF Physicians shall provide professional services to HEALTH DEPARTMENT patients as scheduled by HEALTH DEPARTMENT in mutual agreement with UCSF. UCSF shall have authority and responsibility for providing the UCSF Physicians to HEALTH DEPARTMENT (including recruiting, hiring, promoting, compensating, and disciplining) and for establishing the terms of his or her employment with UCSF. The UCSF Physicians shall be employees of UCSF and shall be carried on UCSF's payroll. The UCSF Physicians providing services under this Agreement are identified in **Exhibit 1.1**, attached hereto and incorporated herein by reference.

1.2 **Scope of Services.** The services to be provided under this Agreement shall include the provision of endocrinology services in an outpatient clinic on patients at HEALTH

responsible for ensuring that the equipment used by UCSF Physicians pursuant to this Agreement is maintained in good operating order, including any necessary maintenance and/or repairs.

2.3 Services and Supplies. HEALTH DEPARTMENT shall provide or arrange for the provision of janitorial services, housekeeping services, laundry and utilities, together with such other services, including medical records, administrative and engineering services, and expendable supplies as HEALTH DEPARTMENT and UCSF agree is necessary for the proper operation and conduct of the clinic.

2.4 Personnel. HEALTH DEPARTMENT shall employ or otherwise retain all non-physician personnel, including nurses, technicians, therapists, and clerical personnel necessary for the proper operation and conduct of the Facilities. HEALTH DEPARTMENT shall ensure that such personnel are appropriately trained and certified or licensed as necessary and are covered by HEALTH DEPARTMENT's insurance or have obtained equivalent coverage. HEALTH DEPARTMENT shall be solely responsible for satisfying any and all obligations for any personnel it retains, employs or contracts with to assist it to perform this Agreement. Such obligations shall include, but are not limited to, paying all federal and state withholding taxes applicable to employees, complying with federal and state wage-hour obligations (including overtime), workers compensation obligations, unemployment insurance obligations, and other applicable taxes and contributions to government mandated employment related insurance and similar programs.

3. COMPENSATION AND BILLING

3.1 Compensation to UCSF. The HEALTH DEPARTMENT shall pay UCSF the sum of Two Thousand Seventy-Five Dollars (\$2,075) per clinic session (equivalent to a total amount of up to One Hundred Seven Thousand Nine Hundred Dollars (\$107,900) for the term of this Agreement. UCSF shall submit invoices to HEALTH DEPARTMENT by the 10th of each month for the preceding month services. HEALTH DEPARTMENT shall certify the invoice and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice. Payment shall be made by check made payable to The Regents of the University of California and mailed to:

Attn: Rashaan Lyons
UCSF Box 0862
San Francisco, CA 94143-0862

3.2 Compliance with Laws. HEALTH DEPARTMENT represents that it maintains a compliance program designed to promote adherence to applicable federal and state laws, regulations, and interpretations. HEALTH DEPARTMENT shall use its best efforts to ensure that all claims relating to the Services satisfy all applicable payor rules, regulations, and instructions. Without limiting the scope of the indemnification provided in Section 7.1 below, HEALTH DEPARTMENT shall indemnify, defend and hold harmless UCSF and UCSF Physicians from any liability, loss, damage, claim, fine, or expense, including costs and reasonable attorneys' fees, arising from any actual or alleged billing errors, false claims, or insurance fraud relating to claims for any Service.

information is reported within five days of detection to the California Department of Public Health (CDPH) and as appropriate, to the Office of Civil Rights (OCR) and Centers for Medicare and Medicaid Services (CMS). Each party's Privacy Office will oversee the required notification to CDPH.

5.4 Costs Associated with Disclosure. Each party agrees that if they fail to adhere to any of the privacy, confidentiality, and/or data security provisions set forth herein and, as a result, personally identifiable information or protected health information is unlawfully accessed, used or disclosed, that they agree to pay, upon written demand of the other party, all costs associated with any notification to affected individuals required by law or deemed appropriate, and that they also agree to pay for any and all fines and/or administrative penalties imposed for such unauthorized, access, use or disclosure of personally identifiable information or protected health information or for delayed reporting.

6. STATUS OF THE PARTIES

6.1 It is the express intention of the parties that the legal status of UCSF to HEALTH DEPARTMENT shall be that of an independent practice, furnishing the services of its employees to HEALTH DEPARTMENT under a contractual arrangement which constitutes neither a partnership, joint venture, or a cost-sharing arrangement. UCSF shall be solely responsible for paying or withholding all relevant taxes arising from the compensation of the UCSF Physicians, and UCSF shall be solely responsible for all other governmental requirements applicable to UCSF and the UCSF Physicians arising out of their employment relationship. The UCSF Physicians shall have no claim under this Agreement, or otherwise, against HEALTH DEPARTMENT for workers' compensation, unemployment compensation, vacation pay, sick leave, retirement benefits, Social Security benefits, disability insurance benefits, unemployment insurance benefits, or any other employee benefits, all of which shall be the sole responsibility of UCSF.

7. INDEMNIFICATION AND INSURANCE

7.1 Indemnification by HEALTH DEPARTMENT. The County of Monterey ("County") shall indemnify, defend, and hold harmless UCSF, UCSF Physicians, its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by County and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the UCSF. It is the intent of the parties to this Agreement to provide the broadest possible coverage for UCSF. County shall reimburse UCSF for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which County is obligated to indemnify, defend and hold harmless UCSF under this Agreement.

7.2 Indemnification by UCSF. UCSF shall indemnify, defend, and hold harmless the County, its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by UCSF, UCSF Physicians and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by County. It is the intent of the parties to this Agreement

It is the intention of the parties to fully cooperate in the disposition of all such audits, actions or claims. Such cooperation may include, but is not limited to, timely notice, joint investigation, defense, disposition of claims of third parties arising from Services performed under this Agreement, and making witnesses available; provided, however only to the extent consistent with UC policies and only so long as any personnel assistance by UCSF does not materially interfere with any UCSF employee's performance of his or her UCSF employment responsibilities.

10. PATIENT RECORDS.

Any and all of HEALTH DEPARTMENT's medical records and charts created at HEALTH DEPARTMENT as a result of performance under this Agreement shall be and shall remain the property of HEALTH DEPARTMENT. Both during and after the term of this Agreement, UCSF shall be permitted to inspect and/or duplicate, at UCSF's expense, any individual charts or records which are: (1) necessary to assist in the defense of any malpractice or similar claim; (2) relevant to any disciplinary action; (3) for educational or research purposes; and/or (4) necessary for UCSF to ensure compliance with all regulatory requirements. Such inspection and/or duplication shall be permitted and conducted pursuant to commonly accepted standards of patient confidentiality in accordance with applicable federal, state and local laws.

11. COMPLIANCE WITH LAWS

The parties shall comply with all applicable state and federal laws and regulations and with the requirements of Medicare and Medi-Cal.

12. GENERAL

12.1 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with and subject to the laws of the State of California without regard to its conflict of law provision.

12.2 Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereto shall remain in full force and effect and shall in no way be affected, impaired or invalidated as a result of such decision.


12.3 Assignment. Neither party may assign, delegate or transfer in any manner the obligations and rights set forth in this Agreement.

12.4 Amendments. This Agreement or any part of it may be amended only by the mutual written consent of the duly authorized representatives of the parties unless otherwise provided in this Agreement.

12.5 Entire Agreement. This Agreement is the entire agreement between the parties relating to the subject matter of the Agreement and shall supersede all prior arrangements, negotiations, and understandings between the parties, whether oral or written. No waiver of any term, provision or condition of this Agreement shall be deemed to be, or shall constitute a waiver of

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the day and year set forth in Article 4 above.

**THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA**

By: 
Neal Cohen, M.D.

Title: Vice Dean, Academic Affairs,
UCSF School of Medicine


Date: 11/9/18

Read and Acknowledged by:


By: _____
Neil R. Powe, MD, MPH, MBA

Title: Chief of Medical Services
Zuckerberg San Francisco General
Department of Medicine

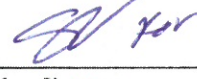
Date: 11/16/18

By: 
Elizabeth Murphy, M.D., DPhi.
UCSF Physician

By: _____
Sarah Kim, M.D.
UCSF Physician

By: 
Diana Alba, M.D.
UCSF Physician

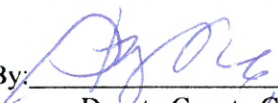
**COUNTY OF MONTEREY
HEALTH DEPARTMENT**

By: 
Elsa Jimenez

Title: Director of Health
Monterey County Department of Health

Date: 12/18/2018

Approved as to Legal Form:

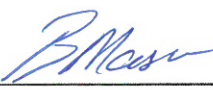
By: 
Deputy County Counsel

Date: 11/20/18

Approved as to Liability Provisions:

By: _____
Risk Management
Date: _____

Approved as to Fiscal Provisions:


By: 
Auditor-Controller
Date: 11/20/2018

By: _____
Contracts/Purchasing

Date: _____

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Title: Vice Dean, Academic Affairs,
UCSF School of Medicine


Date: 11-9-18

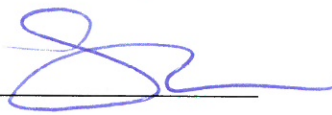
Read and Acknowledged by:

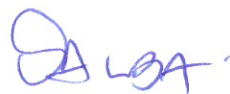
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UCSF Physician

By: 
Sarah Kim, M.D.
UCSF Physician

By: 
Diana Alba, M.D.
UCSF Physician

**COUNTY OF MONTEREY
HEALTH DEPARTMENT**

By: _____
Elsa Jimenez

Title: Director of Health
Monterey County Department of Health

Date: _____

Approved as to Legal Form:

By: _____
Deputy County Counsel

Date: _____

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Risk Management
Date: _____

Approved as to Fiscal Provisions:

By: _____
Auditor-Controller
Date: _____

By: _____
Contracts/Purchasing

Date: _____

EXHIBIT 1.1**UCSF PHYSICIANS PROVIDING SERVICES**

Physician Name	Clinical Service	Title	UCSF Department	Certifications	National Provider Identifier (NPI#)	Current Telephone Number
Elizabeth Murphy, M.D.; DPhi.	Endocrinology	Current Division Chief	Department of Medicine at SFGH, SFGH Division of Endocrinology	Board Certified, Endocrinology	NPI# 1477664910	(415) 206-3804
Sarah Kim, M.D.	Endocrinology	Associate Clinical Professor	Department of Medicine at SFGH, SFGH Division of Endocrinology	Board Certified, Internal Medicine and Endocrinology	NPI # 1790075331	(415) 206-3828
Diana Alba, M.D.	Endocrinology	Clinical Instructor	Department of Medicine at SFGH, SFGH Division of Endocrinology	Board Certified, Internal Medicine and Endocrinology	NPI#1144547456	(415) 206-3828

EXHIBIT 7.3
HEALTH DEPARTMENT INSURANCE

The County of Monterey ("County") at its sole cost and expense, shall insure its activities in connection with this Agreement, and obtain, keep in force and maintain insurance as follows:

1. Professional Medical Liability Insurance with financially-sound and reputable companies with limits of five million dollars (\$5,000,000) per occurrence and a general aggregate of ten million dollars (\$10,000,000). If such insurance is written on a claims-made form, it shall continue for five (5) years following termination of this Agreement. The insurance shall have a retroactive date prior to coinciding with the effective date of this Agreement and a deductible of no more than five hundred thousand dollars (\$500,000). In the event that a claims-made policy is canceled or non-renewed, then County shall obtain extended reporting (tail) coverage for the remainder of the five (5)-year period.
2. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with a limit of (1) one million dollars (\$1,000,000) per occurrence (2) one million dollars (\$1,000,000) Personal and Advertising Injury; and (3) five million (\$5,000,000) General Aggregate. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement.
3. Workers' Compensation Insurance in a form and amount covering County's full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.
4. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurance risks relating to performance.

It should be expressly understood, however, that the coverages required under this Agreement shall not in any way limit the liability of County.

County, upon execution of this Agreement, shall furnish the UCSF with Certificates of Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days' advance written notice to the UCSF of any modification, change or cancellation of any of the above insurance coverage.